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4 BILL NO. S-74-08-04

5 SPECIAL ORDINANCE NO. S- 131-74

6 AN ORDINANCE approving a contract with CARRINGTON
7 & ASSOCIATES for Sidewalk Repair on Harrison Street

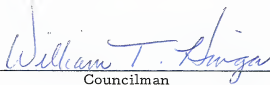
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. The contract dated July 29, 1974 between CARRINGTON &
11 ASSOCIATES, INC., and the City of Fort Wayne by and through its Mayor and the
12 Board of Public Works for:

13 Curb and sidewalk repair, 1st District, on both sides of Harrison
14 Street from the south property line of Brackenridge Street to the
15 North property line of Suttentfield Street

16 for a total cost of \$35,426.40, of which property owners shall pay approximately
17 \$5,837.00 and the balance of approximately \$29,589.40 to be paid from Revenue
18 Sharing, all as more particularly set forth in said contract which is on file in the
19 Office of the Board of Public Works, and is by reference incorporated herein and
20 made a part hereof, is hereby in all things ratified, confirmed and approved.

21 SECTION 2. This Ordinance shall be in full force and effect from and
22 after its passage and approval by the Mayor.

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24 
25 _____
26 Councilman

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35 APPROVED AS TO FORM
AND LEGALITY


CITY ATTORNEY

Read the first time in full and on motion by Hinge, seconded by V. Schmidt, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 8-13-74

Charles W. Westermark
CITY CLERK

Read the third time in full and on motion by Hinge, seconded by Stier, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____ to-wit:
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCKOLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATE: 8-27-74

Charles W. Westermark
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning-Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. J-131-74 on the 27th day of August, 1974.

ATTEST: (SEAL)

Charles W. Westermark
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of August, 1974, at the hour of 11:00 o'clock A.M., E.S.T.

Charles W. Westermark
CITY CLERK

Approved and signed by me this 28th day of August, 1974, at the hour of 4:00 o'clock P. M., E.S.T.

Sam H. Torg
MAYOR

Bill No.

S-74-88-04

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract with CARRINGTON & ASSOCIATES for Sidewalk Repair on Harrison
Street.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Winfield C. Moses, Jr.

Paul "Mike" Burns

William T. Hinga

John Nuckols

James S. Stier

Winfield C. Moses Jr.

Paul "Mike" Burns

CONCURRED IN

DATE 8-27-74 CHARLES W. WESTERMAN, CITY CLERK

CONTRACT

This Agreement, made and entered into this 29 day of July, 1974
by and between ----- CARRINGTON & ASSOCIATES, INC. -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-
after called "City," under and by virtue of an act of the General Assembly of the State of Indiana,
entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory
and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-
prove curb and sidewalk repair, 1st District, on both sides of Harrison Street
from the south property line of Brackenridge Street to the north property line
of Sutenfield Street **CONTRACT "B"**

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a
good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5648-1974 and at the following prices per unit of work:

at the following prices:

Sidewalk Removal	Three dollars and sixty cents, per square yard	3.60
Standard Walk	One dollar and forty cents, per square foot	1.40
Curbface Walk	One dollar and forty five cents, per square foot	1.45
Curb Removal	One dollar and seventy five cents, per lineal foot	1.75
New 6" Capped Curb	Three dollars and fifty five cents, per lineal foot	3.55
Common Excavation	Ten dollars and no cents, per cubic yard	10.00
New 9" Concrete	Twenty one dollars and no cents, per square yard	21.00
Seed & Fertilizer	One dollar and twenty five cents, per square yard	1.25
Dirt Backfill	Five dollars and no cents, per ton	5.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5648-1974 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally ^{within 60 working days after contract is approved by City Council} and in all respects completed ~~XXXXXX~~ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 1974 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 23rd day of July, 1974

CARRINGTON & ASSOCIATES, INC.

BY: Ronald E. Carrington

TITLE: PRESIDENT

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Ronald E. Carrington

Sam H. Fleck
Its Board of Public Works and Mayor.

JUL 23 1974

APPROVED AS TO FORM AND LEGALITY

John R. Fleck

GUARANTY BOND

Know All Men by These Presents, That we-----

-----CARRINGTON & ASSOCIATES, INC.-----Contractors

as principal, and FIREMEN'S INSURANCE COMPANY OF NEWARK, N. J.-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THIRTY FIVE THOUSAND
FOUR HUNDRED TWENTY SIX DOLLARS AND FORTY CENTS-----

-----(\$35,426.40)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----CARRINGTON & ASSOCIATES, INC.-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a
Curb and Sidewalk Repair

Pavement

on-----Street from-----

1st District, on both sides of Harrison Street from the south property line

of Brackenridge Street to the north property line of Suttentfield Street

-----according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

CARRINGTON & ASSOCIATES, INC.-----shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 23rd day of July, 1974

FIREMEN'S INSURANCE COMPANY

CARRINGTON & ASSOCIATES, INC. (SEAL)

Attorney-in-fact

President

Approved this

29

day of

July, 1974

Board of Public Works.



LIABILITY BOND

Know All Men by These Presents, That we hereby certify that CARRINGTON & ASSOCIATES, INC. has insurance with this company, fully protecting and saving harmless and indemnifying the City of Fort Wayne, Indiana, from any losses in the amount of Five Thousand Dollars (\$5,000.00)

as principal, and _____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of _____

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$ _____)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill ~~all the conditions and stipulations therein contained~~, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 23rd day of July, 1974

CARRINGTON & ASSOCIATES, INC. (SEAL)

BY: Sheld Carrington (SEAL)

ITS: President (SEAL)

(SEAL)

Approved this 29 day of July, 1974

[Signature]
Ronald L. Bonar

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

July 17, 1974

FIREMEN'S INSURANCE COMPANY
OF NEWARK, NEW JERSEY

80 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY has made, constituted and appointed, and by these presents does make, constitute and appoint

Harlan J. Miller, Jr., or Joan Hostetler both of Fort Wayne, Indiana EACH

its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

all obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of One Hundred Thousand (\$100,000.) Dollars

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY at a meeting duly called and held on the 22nd day of December, 1961:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or any Vice President of the Company, be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Secretaries this 31st day of March, 1969.

FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY

Attest:

By

Edward D. Berano
Secretary



Carroll R. Young
Vice-President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 31st day of March, 1969, before me personally came Carroll R. Young, to me known, who being by me duly sworn, did depose and say: that he resides in Springfield, in the County of Union, State of New Jersey, at 66 Spring Brook Road; that he is a Vice-President of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

Lillian Bryson

LILLIAN BRYSON
Notary Public, State of New York
No. 41-0474050
Qualified in Queens County
Certificate Filed in New York County
Term Expires March 30, 1971

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, the undersigned, a Secretary of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, a New Jersey corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of New York. Dated the 23rd day of July, 1974.



Eugene P. Dougherty
Secretary

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

DIGEST SHEET

A-74-08-04

TITLE OF ORDINANCE: Contract with Carrington & Associates - Curb & Sidewalk RepairDEPARTMENT REQUESTING ORDINANCE: Board of Public WorksSYNOPSIS OF ORDINANCE: Covers contract with Carrington & Associates for Contract
"B" of Sidewalk Repair Resolution 5648-74 covering both sides of Harrison Street
from Brackenridge to Suttentfield Streets.Property owners shall pay \$.50 per square foot on the repairs - approximately
\$5,837.00EFFECT OF PASSAGE: Repair of deteriorating sidewalks and curbs.EFFECT OF NON-PASSAGE: No repairs.MONEY INVOLVED (Direct Costs, Expenditures, Savings):
City cost from Revenue Sharing - Approximately \$29,589.40ASSIGNED TO COMMITTEE (J.N.): Finance